



City of NORFOLK

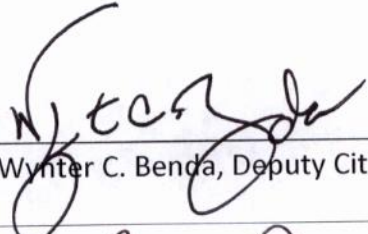
C: Dir., Department of Libraries

To the Honorable Council
City of Norfolk, Virginia

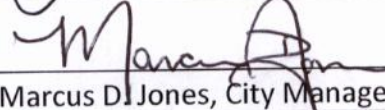
April 26, 2016

From: David Sullivan, Executive Director,
Slover Library

Subject: Approve the terms and conditions of a Safekeeping and Custody Agreement with Virginia Cartographical Society, LC

Reviewed: 
Wynter C. Benda, Deputy City Manager

Ward/Superward: 4/7

Approved: 
Marcus D. Jones, City Manager

Item Number:

R-5

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description:**

This agenda item is an ordinance to approve the terms and conditions of a Safekeeping and Custody Agreement (the "agreement") between the City of Norfolk (the "city") and Virginia Cartographical Society, LC ("VCS").

IV. **Analysis**

VCS is the owner of a collection of historical maps, atlases, books and pamphlets dating from the late 1500's through the American Civil War (the "Collection"). VCS intends to store and safekeep the Collection at Slover Library until a permanent home can be found. Slover Library is a leading candidate for that role. The city will accept custody and responsibility for the storage and safekeeping of the Collection, subject to the terms and conditions of the agreement, for a period of two (2) years.

V. **Financial Impact**

VCS will pay for relocation costs and will insure the Collection for full replacement value. The city will be listed as an additional insured on VCS's insurance policy.

VI. **Environmental**

N/A

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the city's agenda notification process.

VIII. Board/Commission Action

N/A


IX. Coordination/Outreach

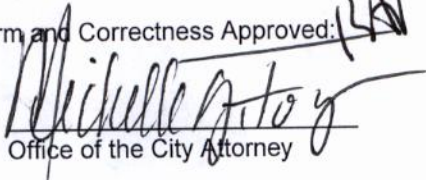
This letter and ordinance have been coordinated with the Department of Libraries and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Safekeeping and Custody Agreement

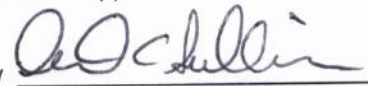
3/29/2016mr

Form and Correctness Approved: 

By 
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By 
EXECUTIVE DIRECTOR
SLOVER LIBRARY

ORDINANCE No.

AN ORDINANCE APPROVING THE TERMS AND CONDITIONS OF A SAFEKEEPING AND CUSTODY AGREEMENT BETWEEN THE CITY OF NORFOLK AND VIRGINIA CARTOGRAPHICAL SOCIETY, LC FOR THE CUSTODY OF A HISTORICAL MAP COLLECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAFEKEEPING AND CUSTODY AGREEMENT ON BEHALF OF THE CITY.

- - -

WHEREAS, the Virginia Cartographical Society, LC (the "Owner") owns the Woolridge Collection (the "Collection"), a historical collection of maps, dating from the late 1500s through the American Civil War and comprised of atlases, books and pamphlets; and

WHEREAS, the Owner desires to arrange for the storage and safekeeping of the Collection by the City at Slover Library; and

WHEREAS, the City is willing to accept custody and responsibility for the storage and safekeeping of the Collection at Slover Library on the terms and conditions set forth in the Safekeeping and Custody Agreement attached hereto; now, therefore

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Safekeeping and Custody Agreement between the City of Norfolk and Virginia Cartographical Society, LC, a copy of which is attached

hereto, wherein the City of Norfolk agrees to accept custody and responsibility for the storage and safekeeping of the Collection, is hereby approved.

Section 2:- That the City Manager is authorized to correct, amend, or revise the Safekeeping and Custody Agreement as he may deem necessary in order to carry out the intent of the Council and to execute the Safekeeping and Custody Agreement, as corrected, amended, or revised in accordance herewith, for and on behalf of the City, subject however to approval as to form and correctness by the Office of the City Attorney.

Section 3:- That this ordinance shall be in effect as of the date of its adoption.

SAFEKEEPING AND CUSTODY AGREEMENT

THIS AGREEMENT ("Agreement") made as of the ____ day of _____, 2016, between VIRGINIA CARTOGRAPHICAL SOCIETY, LC, a Virginia limited liability company ("Owner") and CITY OF NORFOLK ("City").

WHEREAS, Owner owns all of those approximately 334 items comprised of (a) atlases, (b) books and pamphlets containing maps, and (c) individual maps, all as listed on Exhibit A attached hereto and incorporated herein by reference and captioned "Maps In Inventory Order" (together the "Collection"), together with (i) any frames and/or other storage media which may accompany the Collection and (b) nine binders containing invoices/bills of sales documenting provenance and inventory sheets containing more particular descriptions of individual maps and notes on individual maps (together the "Ancillary Materials"); and

WHEREAS, Owner desires to arrange for the storage and safekeeping of the Collection and Ancillary Materials; and

WHEREAS, City is willing to accept custody and responsibility for the storage and safekeeping of the Collection and Ancillary Materials on the terms and conditions of this Agreement.

WITNESSETH:

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Custody. City will accept custody of the Collection and Ancillary Materials, and Owner will arrange for the packing and transport of the Collection and Ancillary Documents to City's main library at The Slover Library, Norfolk, Virginia (the "Library"). Concurrently with delivery, City will execute a receipt for the Collection and Ancillary Documents in the form of Exhibit B attached hereto and incorporated herein by reference. Owner will pay all costs associated with packing and transporting the Collection and Ancillary Materials to the Library.

2. Location. The Collection and Ancillary Materials will be located at all times at the Library and no item of the Collection or the Ancillary Materials will be located elsewhere without the prior written consent of Owner.

3. Care.

(a) City will use the same care in the care, storage and safekeeping of the Collection and Ancillary Materials that City exercises in the care, storage and safekeeping of rare objects of like kind, quality and condition held in the Sargeant Memorial Collection. Without limiting the generality of the foregoing, City specifically agrees to observe the following standards and procedures in the care, storage and safekeeping of the Collection and Ancillary Materials: City will (i) keep or cause to be kept each item in the Collection and all the Ancillary Materials in a secure, climate controlled location, readily identifiable and non-commingled with other items of a similar nature, (ii) not remove or allow to be removed, from any item in the

Collection, the existing short title labels corresponding to the list of items in Exhibit A, (iii) not expose or allow to be exposed to patrons viewing items in the Collection for single periods of over one (1) hour or for a sequence of periods aggregating over six (6) hours during a forty-eight (48) hour period, any item in the Collection to illumination at an intensity of greater than four foot-candles, and (iv) promptly inform Owner in writing of the location and of any change in the location of the Collection.

(b) City will not perform any conservation treatments unless approved in advance and in writing by Owner.

(c) Upon request of Owner, but not more frequently than annually, City will report to Owner (i) that it has reviewed the Collection visually and based on that review that all of the items of the Collection are still present and (ii) what City's records show has been the use of the Collection or any item in it. Should Owner desire to individually inspect each item of the Collection, City will assist Owner.

(d) Within five (5) days of discovery, City will report all instances of and circumstances surrounding loss, deterioration and damage to, or destruction of the Collection or any items thereof City will offer its recommendations as to the repairs and restoration to the Collection or any items thereof. Any actions, and the estimated costs thereof, that would involve repair and restoration of any of the Collection must be approved in advance and in writing by Owner.

(e) City will limit access to items in the Collection to individuals acting with City's express permission, in the presence and under the supervision of a librarian or archivist of the Library, and in accordance with the procedures described on Exhibit C.

Notwithstanding the foregoing, no access will be allowed to the Collection to persons outside Library's staff or third party conservationists approved by Owner until the parties mutually agree on further protocols to govern such access.

4. Conservation. City will not be expected to provide any conservation or stabilization and treatment to the Collection. City will be willing to provide those services subject to a separate written agreement with Owner.

5. Prohibition on Encumbrance/Transfer. City shall not mortgage, pledge, assign, transfer, exchange, give, sublet, discard or part with possession of any of the Collection in any manner to any third party, directly or indirectly, without the prior written permission of Owner.

6. Insurance. Owner will insure the Collection and Ancillary Materials for full replacement value, and City will not be responsible to insure the Collection or Ancillary Materials. Owner shall cause all such policies to name City as an additional insured on all such policies. All such insurance policies shall provide that none can be cancelled except on a 30-days' prior written notice to City, and that all such insurance policies shall contain a standard waiver of subrogation clause in favor of City. All such policies shall be paid and in force throughout the Term and any extensions thereof. Owner and City agree and acknowledge that the liability, if any, that the City may have with respect to any item of the Collection shall not

exceed the amount for which that item is insured by Owner under the policy that Owner is required to carry under this Section 7.

7. No Reproduction. Unless authorized in advance in writing by Owner, City shall not photograph or reproduce any of the Collection except in connection with a permitted exhibit pursuant to the provisions of Section 8 below. If any photographs or other reproductions are authorized, Owner will have the right to use photographs or reproductions without charge. Notwithstanding the aforesaid, City reserves the right to photograph, at low resolution, the entire Collection upon receipt of the Collection in order to document a base line. A copy of such record will be provided to Owner.

8. Exhibits. In consideration of City's agreement to accept custody and store and safe keep the Collection in accordance with the terms of this Agreement, Owner agrees that Owner will allow City on one or more occasions as the parties mutually agree to exhibit items of the Collection in accordance with written guidelines and procedures that City and Owner will mutually agree to prior to any such exhibit. It being understood, however, that no such exhibit(s) shall be permitted until the parties have mutually agreed upon the guidelines and conditions for exhibits of any items of the Collection that City may wish to undertake.

9. Term. The term of this Agreement shall be for a period of two (2) years. This Agreement shall automatically renew itself from year to year at the end of the initial term or any renewal term unless City has given Owner at least ninety (90) days notice for termination prior to the end of the then current term. Owner may terminate this Agreement at any time on thirty (30) written days' notice to City. In the event the Agreement is terminated, City will turn over the Collection and Ancillary Materials to Owner. Owner and City will reasonably cooperate to facilitate the packaging of the Collection and Ancillary Materials at City premises. Owner will reimburse City for its charges in connection therewith. The cost to relocate the Collection from the Library will be at the expense of Owner.

10. Confidentiality. City shall not, without Owner's prior written consent, publish or communicate to others outside of City the price, cost or estimated value of the Collection or any item regarding the Collection contained within the Ancillary Materials, except if required by law. This provision will survive any termination of this Agreement.

11. Miscellaneous.

(a) This Agreement (including the Exhibits attached hereto) represents the entire understanding of the parties with respect to the subject matter hereof, supersedes any and all other and prior agreements between the parties with respect to the subject matter hereof and declares all such prior agreements between the parties null and void. The terms of this Agreement may not be modified or amended, except in a writing signed by the party to be charged. This Agreement and all matters relating to it shall be governed by the laws of the State of Virginia. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, executors and administrators of the parties hereto. Any dispute arising hereunder shall be resolved in the courts of the State of Virginia, or the United States federal courts located in the State of Virginia, and the parties hereto consent to the personal jurisdiction of such courts; provided, however, that the parties hereto agree that they will make concerted

efforts to settle any dispute between them in an amicable manner without the necessity of litigation. This Agreement shall not be interpreted for or against a party because such party or such party's legal counsel drafted such provision.

(b) If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons or circumstances shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Future of the Collection. Owner's intention is to find a permanent home for the Collection in the Hampton Roads area. The Library will certainly be a leading candidate for that role. However, Owner will be under no obligation to City or the Library with respect to the disposition of the Collection which will be Owner's decision in its sole discretion.

13. Notices. The point of contact for Owner and City and the address that all communication should be directed shall be as follows. Either party may change its address and point of contact by written notice to the other.

If to Owner:

Virginia Cartographical Society, LC
Attention: Conrad Hall
7900 World Trade Center
Norfolk, Virginia 23510

If to City:

810 Union Street
Suite 900
Norfolk, VA 23510
Attn: City Attorney

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement the day and year first above written.

VIRGINIA CARTOGRAPHICAL SOCIETY, LC

By: _____ (SEAL)
Manager

CITY OF NORFOLK

By: _____ (SEAL)

Name: _____

Title: _____

APPROVED AS TO CONTENT:

Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

DRAFT

EXHIBIT A

Maps In Inventory Order

(Attached)

EXHIBIT B

Receipt

(Attached)

DRAFT

EXHIBIT C

Access Considerations

All normal archival practices should be observed. Visitors should produce identification, sign in, and leave pens, portfolios and cases outside the access area. A record should be kept of the visitor and the items to which the visitor has had access. The archivist should affirmatively determine when an item is returned that it has not been tampered with or damaged or removed. Only pencils may be used. An archivist or librarian should be present at all times. Listing these common precautions is not intended to foreclose any additional procedures which the archive follows or which seem appropriate in the judgment of the archivist in a particular situation.

The maps are housed in several different ways:

- a. Framed
- b. In mylar sleeves with an archival board for stiffness
- c. Matted on board with mylar cover
- d. In mylar sleeves or folders without a stiffener
- e. Folding into books
- f. Folding into self-covering boards
- g. Rolled up in a tube
- h. Stored in a paper portfolio (e.g. *1776 Anthony Smith Chesapeake*)
- i. In a few cases, unprotected

For anyone complying with normal archival procedures, access to framed items and to items in mylar sleeves with board stiffeners (a. and b.) can be provided routinely. Of course, the items should not be removed from the sleeves. These maps need not be touched so access can be routine.

A similar standard (routine access) applies to matted maps under mylar cover, and to maps in mylar sleeves or folders without a mat or stiffener, but the user should be cautioned and the superintending archivist should assure that the maps remain at all times flat and *stay in their housing*, as lifting or folding back the mat or mylar would expose the map.

In the remaining categories, e. through i. inclusive, access necessarily involves touching the map. Accordingly, it should be limited to those with a legitimate and particularized need to have access to the original map. Maps which are in a book and have only a centerfold (like most atlas maps) can be seen safely. It is suggested that NO access be provided to maps with multiple folds (e.g., maps in *1771 Grant to Washington*; and the *1777 Gallatin-James*), including maps folded down into a book (e.g. *1624 Smith Generall Historie*; *1786 Paris Jefferson Notes* and *1787 London Jefferson Notes*) and, particularly, maps folding down into self-covering boards (e.g., the *1859 Large Boye Buchholtz* captured from General Garnett). Repeated folding and unfolding will unavoidably break, or extend the existing breaks at, the folds.

The pages in the *1590 Illuminated deBry Admiranda Narratio* are fragile, so there should be extremely restricted access to this item.

Permission of Owner should be obtained for any photography. Photography should be accomplished if at all possible in natural light (not flash). Owner may wish to prohibit commercial photograph, or assess a charge. If photography is permitted by Owner, Owner may wish to require that any use include a credit line.

DRAFT